

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

CIVIL ACTION NO.

CTC COMMUNICATIONS CORP.,

04:12174 REK

Plaintiff(s)

vs.

COMPLAINT

WORCESTER STATE COLLEGE,

Defendant(s)

RECEIPT # _____
AMOUNT \$ 20
SUMMONS ISSUED 10/15/04
LOCAL RULE 4.1 10/15/04
WAIVER FORM _____
MCF ISSUED _____
BY DPTY. CLK. F. J. J.
DATE 10/15/04

The Plaintiff, CTC Communications Corp. ("CTC"), by its attorneys COHN & LLC, as and for its Complaint herein alleges as follows:

THE PARTIES

1. The Plaintiff, CTC COMMUNICATIONS CORP. (hereinafter "Plaintiff"), is a corporation duly organized by law having a usual place of business at 220 Bear Hill Road, Waltham, Middlesex County, Massachusetts.
2. The Defendant, Worcester State College (hereinafter "Defendant"), is a corporation having a usual place of business at 486 Chandler Street, Worcester, Worcester County, Massachusetts 01602.

JURISDICTION

3. This Court has jurisdiction over this claim under 28 U.S.C. Section 1331, as the Defendant's liability arises under a tariff filed with the Federal Communications Commission and Massachusetts Department of Telecommunications and Energy (hereinafter collectively the "F.C.C.").

COUNT I
(Breach of Customer Service Agreement)

4. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 3 above with the same full force and effect as if expressly set forth herein.
5. At all times relevant to this action, the Plaintiff provided telephone service pursuant to the FCC Tariff No. 3 (hereinafter the "Tariff").
6. On or about December 13, 2000, the Defendant executed and delivered to the Plaintiff a Customer Service Agreement (hereinafter the "Agreement") pursuant to which the Defendant agreed to pay to the Plaintiff all amounts due together with interest, costs and attorneys' fees in connection with the Defendant's purchase of services from the Plaintiff. A true and accurate copy of said Agreement is attached hereto as Exhibit "A" and by this reference specifically incorporated herein.
7. The specific terms of the Agreement provides for the assessment of a termination charge in the event that the Agreement is terminated early.
8. The Defendant has breached its contract with the Plaintiff as a result of its failure to make payment to the Plaintiff on all amounts due under said Agreement and owes the Plaintiff the principal sum of Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars.
9. Based upon the breach and early termination of the Agreement, the Defendant owes the Plaintiff the total sum of Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars, together with interest from November 14, 2003, on or before which

date demand for payment was duly made, plus costs and attorneys' fees.

COUNT II
(for Services Rendered)

10. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in Paragraphs 1 through 9 above with the same full force and effect as if expressly set forth herein.
11. The Defendant owes the Plaintiff the total sum of Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars for services rendered by the Plaintiff to the Defendant together with interest thereon from November 14, 2003, on or before which date demand for payment was duly made, plus costs and attorneys' fees. A copy of the Statement of Principal is attached hereto as Exhibit "B".

COUNT III
(for Unjust Enrichment)

12. The Plaintiff reavers, realleges and incorporates herein by reference the allegations contained in paragraphs 1 through 11 above.
13. The Plaintiff provided telephone services to the Defendant for an agreed upon price, and the Defendant has failed, refused, neglected and continues to refuse to make payment to the Plaintiff in consideration for the services provided by Plaintiff to the Defendant.
14. As a result of the foregoing, the Defendant has been unjustly enriched in the sum of Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars, which sum the Plaintiff is entitled to recover.
15. As a result of this unjust enrichment, the Defendant owes the Plaintiff the sum of

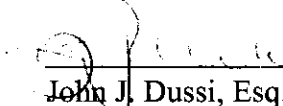
Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars.

WHEREFORE, the Plaintiff, CTC Communications, prays that Judgment enter as follows:

1. Enter judgment against the Defendant, Worcester State College, and in favor of the Plaintiff, in the sum of Fourteen Thousand Seven Hundred Ninety and 96/100 (\$14,790.96) Dollars together with interest from November 14, 2003 on or before which date demand for payment was duly made;
2. Award the Plaintiff, CTC Communications, its costs and disbursements for prosecuting this action, including reasonable attorneys' fees, in connection with the Defendant, Worcester State College; and
3. Grant the Plaintiff, CTC Communications, such other and further relief as this Honorable Court may deem just and proper.

Respectfully submitted,
CTC Communications Corp.,
By its attorneys,
Cohn & Dussi, LLC,

Date: 10/15/04



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